	RCO / 1 CONTR	ACT NO. (If any)	3. ORD	ER NO.	umbers.		4 RF	OUIS	ITION/RE	FERENCE		
5. ISSUING OFFIC	CE (Address correspondence to)		DE-AB0	1-04ME	11837.A000		01-04	ME11	837.000			
U.S Department of Office of HQ Procuid 1000 Independence Washington, DC 20	Energy rement Services Avenue, S.W. 0585			HIP TO: (Consignee and address, ZIP Code) ED UNDER EACH ORDER RECEIVED UNDER BPA								
Contracting Officer	Peggy L. Fuller NO. 287-146- TOR (Name, address and ZIP Co	4 CODE: A201	SHIP VI	Α	· · · · · · · ·							
		oae)			8.		ORDER IRCHASE		nce your			
Four Points Techn Attn: David Gilchr 21351 Ridgetop C Dulles, VA 20166	ist. (703) 654-6058 FAX (703) 69 ircle, Suite 300	54-6001			Both	e furnish th	e following o	on the fer	ms and cond	ditions specified is, if any, including I under authority		
DOEBPA@4 poiin	ts.com				X Rever	B. DE	LIVERY-I	Except for subject soud subject subjec	or billing instr	ructions on the ins contained on erms and conditi		
9. ACCOUNTING A	AND APPROPRIATION DATA		10. REC	UISITIO	NING OFFI	CE						
	N/A		ŀ		ggy Fuller	TION	NO. (20 1464	-		DDE : ME-6		
			<u></u>		CLASSIFICA			•	te box(es	)) 		
12. F. O. B, POINT		14. GOVERNMENT B	X SMAL		X OTH SMA DELIVER TO		POINT	VANTAG		WOMAN - OWNED		
3. PLACE OF INSPE	DESTINATION CTION AND ACCEPTANCE	N/A		O	OR BEFO	RE (Dat	e)	s	EE ATTA	NT TERMS ACHED BPA SUPPLY		
				RECE	IVED UND	ER BPA				E PRICE LIS		
		17. SCHEDULE (See		<i>Rejecti</i>	ons)		UNIT					
ITEM NO (A)	SUPPLIES OF		ORD	ERED (C)	UNIT (D)		PRICE (E)	Δ	MOUNT (F)	QUANTI ACCEPT (G)		
	Pursuant to CSA Fodo Co.							ŀ				
	Pursuant to GSA Federal Sup Number: GS-35F-0553P, this Agreement is hereby establish Technology, LLC and the U.S. under the terms and condition Contract.  This BPA provides for the production of the provides for the properties of the provides for the provides for the provides for the provides as listed in Attachment A of Authorized users are limited and Operating Contractors DOE contractors	Blanket Purchase led between Four Points Department of Energy s of the above stated FSS  urchase of FAX and at a special DOE discoulthis BPA.  d to DOE, its Managements and all other authorizes	Specion Special Specia	ach idual								
	Number: GS-35F-0553P, this Agreement is hereby establish Technology, LLC and the U.S. under the terms and condition Contract.  This BPA provides for the provided for the provided in Attachment A of Authorized users are limite and Operating Contractors DOE contractors.	Blanket Purchase ned between Four Points Department of Energy s of the above stated FSS  urchase of FAX and at a special DOE discounthis BPA.  d to DOE, its Management, and all other authorized	Specion Endividual Content of the Co	ach idual r.								
SEE BILLING INSTRUCTIONS	Number: GS-35F-0553P, this Agreement is hereby establish Technology, LLC and the U.S. under the terms and condition Contract.  This BPA provides for the provided for the provided in Attachment A of Authorized users are limite and Operating Contractors DOE contractors.	Blanket Purchase led between Four Points Department of Energy s of the above stated FSS  urchase of FAX and at a special DOE discoulthis BPA.  d to DOE, its Managements and all other authorizes	Specion Endividual Content of the Co	ach idual	10.				······································	17. (H) T( ← (Co (pages		

BPA NUMBER: DE-AB01-04ME11837-A000 Page 2 of 5

## BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

In the spirit of the National Performance Review, the U.S. Department of Energy and Four Points Technology, LLC., agree to enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-0553P.

Federal Supply Schedule contract BPA's eliminate contracting and open market cost such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Under the terms of this BPA, Ordering Officers may request and negotiate additional discounts and/or labor rate reductions based on the anticipated volume of services ordered under a specific task/delivery order.

The following parties agree to the terms and conditions listed below and to the prices/discounts of the HP products as listed in Attachment A and the Ordering Procedures as listed in Attachment B.

Signatures:

Contracting Officer

U.S. Department of Energy

David Gilchrist

President

Four Points Technology, LLC

1. BPA TERM: This BPA is effective for a period of twelve (36) months from the date of award. This BPA will be reviewed annually from the time of agreement, and is subject to renewal by mutual agreement.

- 2. **BPA ESTIMATE:** The discounts (See Attachment A for products and discounts) granted are based upon DOE's good faith estimate to purchase \$3,000,000 worth of products over a three year period. **Total orders issues under this BPA shall not exceed \$3,000,000**. The Government estimates, but does not guarantee, that the volume of purchases under this agreement will be purchased. If the actual quantity ordered is less than the estimate, the Government will not be liable for the price difference between the quantity discount based on the estimate and quantity discount applicable for the quantity ordered.
- 3. **AUTHORIZED USERS**: Authorized users are limited to DOE, its Management and Operating Contractors and all other authorized DOE contractors.
- 4. **OBLIGATION OF FUNDS:** This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases made under this BPA.
- 5. **PRODUCTS:** All items listed on the attached price lists, (See Attachment A) may be ordered under this BPA. All orders placed under this BPA are subject to the terms and conditions of the applicable GSA contract and this BPA. There may be occasions where the Government may suspend ordering (either by line item, up to including the entire agreement). If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended items. The Government reserves the right to remove items from the BPA.
- 6. ORDERS: Orders may be placed against this BPA via EC-Web, purchase card, fax, or paper. Orders shall be placed directly with the contractor.
- 7. **DELIVERY:** Delivery shall be specified on each individual delivery order issued under the BPA to the locations specified on each order. For all systems, a sticker shall be provided or attached by the Contractor to the systems citing the warranty expiration date and appropriate phone number(s) to call for warranty support. The **Contractor** bears the cost of shipping of products under this BPA.
- 7.1 Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information:
  - (a) Name of contractor
  - (b) Contract Number
  - (c) Model Numbers
  - (e) Purchase Order Number
  - (f) Date of purchase
  - (g) Quantity, unit price, and extension of each item

- 8. **FAST PAYMENT**. The provisions of FAR 52.213 FAST PAYMENT PROCEDURE are incorporated into this Agreement for orders less than \$25,000.
- 9. GOVERNMENT TESTING. The Government reserves the right to perform performance and interoperability testing on any/all of the equipment provided under this BPA. In the event such testing is required, the Contractor agrees to provide requested equipment and ship it to the Government testing site, at no additional cost to the Government. The Government may retain this equipment up to six months after receipt.
- 10. WARRANTY: The contractor's standard commercial warranty applies to this award. (See file for copy of warranty).
- 11. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provision of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

## 15. BPA ADMINISTRATIVE POINTS OF CONTACT:

U.S. Department of Energy Attn: Peggy L. Fuller, MA-541 1000 Independence Avenue, SW. Washington, DC 20585

Voice: (202) 287-1464 Fax: (202) 287-1456

E-Mail: peggy.fuller@hq.doe.gov

Technical Point of Contact - will be identified on each individual task/delivery orders.

- 16. **REPORTS:** The Government requires a quarterly sales report which shall include: the FSS Contract Line Item Number (CLIN), description of items purchased, number of units purchased, price per unit and total invoice amount. This report will be sent to the Contracting Officer identified on the face page of this BPA. The Government reserves the right to require additional reports if deemed necessary.
- 17. The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices shall be submitted to the address specified within the delivery/tasks order.
- 19. The vendor shall revise/update its products electronically. The revised/updated product list shall be announced both to the Contracting Officer and on the Vendor's Home Page/Internet. The revised updated products will include the GSA pricing and the BPA discounts for each of the commodities listed in the BPA. The discounts may be increased, but not decreased during the term of this BPA.

- 20. **TECHNOLOGY REFRESHER PROVISION**: DOE reserves the right to secure the most current equipment/software for each shipment. The contractor shall provide DOE with its most favorable prices and in all cases, prices must be discounted at a minimum, the same percentage as discounted in the GSA Schedule prices negotiated in the BPA.
- 21. The Contractor shall propose only brand-name products.

## ATTACHMENTS: 2

Attachment A: Lists Fax and Multifunction Machines with Fax capability (Plain and Color), the GSA FSS Unit Price, the DOE BPA % Discount off the GSA FSS and the DOE BPA Unit Price, all of which may be purchased under the DOE BPA.

$\in$	FOUR POIL TECHNOL	NTS OGY W Owned Business [	Department of Energy Multifu	unc	ction/Fa	ax Mac	hir	ne BP/	4		
xmark	Printers/Fax	. '									
Line Item	Part Number	Model Number	Description	N	MSRP	Order Quantity		Price	% Discount   Off GSA 5.00%	Р	BPA rice 374.06
	0018S0100		Monocrhome laser. 17 ppm print, 16MB memory includes 4MB fax memory), 30 sheet ADF, 66 MHz processor, internal fax, phone book, 12 seconds	\$	609.00	Any	\$	393.75	5.00%	J	3/4.00
	13H0284	Lexmark X63	Stand alone faxing and copying, 36 bit color scanner,	\$	219.99	Any	\$	168.52	5.00%	\$	160.09
	13H0186	Lexmark X125	All-in-One Office Center WUSB cable, Dual	S	199.99	Any	\$	145.19	5.00%	\$	137.93
		1	Standalone Fax & Copy, Photo Editing & OCR software included, Windows 98, M E, 2000, XP, USB only	S	199.99	Any	s	145.19	5.00%	\$	137.9
	13H0180		All-in-One Office Center, Dual Cartinge Design 2400 x 1200 dpi, 36 bit color sheetfed scanner, 16 ppm B/W, 8 ppm color, Standalone Fax & Copy, Photo Editing & OCR software included, Windows 98.		155.55	,					165.6
	10K0584	Lexmark X85	M E 2000, XP  All-in-One Print Center w/USB cable , Dual Cartridge Design, 4800 x 1200 dpi, 48 bit color flatbed scanner, 12 ppm B/W, 6 ppm color, PC-Free copying, Photo Editing, Fax & OCR software included, 100 sheet input, 50 sheet output, Windows 98, M E, XP, 2000, MAC OS 8.6/9.0. X, USB only	S	229.99	Апу	S	174.35	5.00%		
	10J0285	Lexmark X73	All-in-One Print Center (Grey), Dual Cartridge Design, 2400 x 1200 dpi, 48 bit scanner, 9 ppm B/W, 5 ppm color, free Faxing, Photo Editing, & OCR software included, Windows 98, M E, 2000, MAC OS 8,6 and higher, USB only	1	149.99	Any	\$	102.04	5.00%	<b>s</b>	96
Line Item	Part Number	Model Number	Description	:	MSRP	Order Quantity	+ (	GSA Unit Price	% Discount Off GSA	D	OE BP Price
	0016L0000	Lexmark X422 MFP	Digital copy-print-scan-fax, 22 ppm, 128MB memory, flatbed scanner, 50 sht ADF, 300 MHz processor, <10 second TTFP, USB, 10/100BaseTX Ethemet	\$	1,862.00	Any		1,520.03			1,444
	0020R0150	Lexmark X632d MFP	TO COLUMN SAME RAM	S	6,149.00	Any	S	4,872.92	5.00°	% <b>S</b>	4,629
<u>·                                      </u>	0020R0149	Lexmark X632ds	scanner shelf, caster base, 40 ppm input device, 20+GB hard drive, 64MB RAM X3100 MFP Option, 500-sheet drawer, Marknet N2601e 10/100BaseTx w/fax modem, scanner shelf		3,699.00	Any	s	2,945.97	5.00	% \$	2,798

$\in$	FOUR PO	LOGY	Department of Energy Multifu	une	ction/F	ax Mac	hine	e BPA	\	
				<u></u>					<del></del>	·
Samsung										
All in Ones	Printers/Fax			i						
Line Item	Part Number	Model Number	Description		MSRP	Order Quantity		SA Unit Price	% Discount Off GSA	DOE BP
	SF-565P/XAA	SF-565P	Fax. Printer, Copier and Scanner, 17 ppm/cpm engine, 33.6 Kbps fax modem, 600 dpi printing, parallel and USB interfaces; 250- sheet capacity	S	504.00	Any	S	312.00		\$ 296.40
	SCX-4216F/XAA	SCX-4216F	SCX-4216 MFP, 4-1, Printer, Color Scanner, Copier, Fax with ADF, 17PPm, 600x600 DPI, GDI	S	599.99	Any	S	478.00	5.00%	\$ 454.1

Page 3 of 4

	FOUR POIN	FOUR POINTS							
<b>'</b>	TECHNOLO Service-Olizabled Veteran	GY ]	Department of Er	nergy Mu	itifunc	tion/Fa	x Machir	ne BPA	\ \
								1	
XEROXT	M , t						· · · · · · · · · · · · · · · · · · ·	:	
								1	
Black & W	hite Multifunction up to	o 30PPM					<del></del>		
l in a ltom	Part Number	Model Number	Description		MSRP	Order Quantity	GSA Unit Price	% Discount Off GSA	
Line Item			Description  Multifunction w/Fax	s	499.00	Any	\$ 468.45	!	\$ 445.03

FOUR POI	NTS _	ļ	<u> </u>		<del> </del>	<del> </del>	<del></del>
TECHNOL	OGY -		<del> </del> -	<del>-</del>	<del> </del>		<b></b> -
Service-Disabled Veter.	en Owned Business	Department of Energy Mul	tifunct	ion/Fax	Mach	ine BP	A ·
							L
<del></del>	<del> </del>			<del> </del>	<del> </del> -	<u> </u>	
	<u> </u>		<del>                                     </del>	<del>                                     </del>	<del> </del>	<del> </del>	
			<u> </u>				
<del> </del>	-			<u> </u>			
MFR Part Number	Model Number	Description	MSRP	Order Quantity	GSA Unit	% Discount Off GSA	DOE BPA Price
Q562A#ABA	HP Fax 1240	Plain Paper, Color Fax	\$ 206.00	1	\$ 160.81		
ax	<del> </del>		<del> </del>	<del> </del>	<del> </del>	<del></del>	
				<u> </u>			
MFR Part Number	Model Number	Description	MSRP	Order Quantity	GSA Unit Price	% Discount Off GSA	DOE BPA Price
Q2669A#ABA	HP LaserJet 3015	Monochrome All-In-One; 1200x1200 dpi; 14 PPM	\$ 382.00		\$ 298.21		
	<del> </del>			51 - 100	\$ 298.21	5,00%	\$ 283.30
Machines/All-I	N-ONE			ļ · · · ·			
MED D							
MFR Part Number	Model Number	Description	MSRP	Order Quantity	GSA Unit Price	% Discount Off GSA	DOE BPA Price
Q1609A#ABA	OfficeJet 4110	HP All-In-One Fax, Printer, Scanner, Copier		Any	\$ 144.42	5.00%	\$ 137.20
Q3435A#ABA	OfficeJet 5510		\$ 245.00	Anv	\$ 191.26	5.00%	\$ 181.70
Q3087A#ABA	PSC 2410	HP PSC 2410 Photosmart all-in-one printer, flatbed fax, scanner, and copier	\$ 387.00		\$ 286.50	5.00%	\$ 272.18
Q3094A#ABA	PSC 2510	HP psc 2510 Photosmart all-in-one printer, flatbed tax, scanner, copier	\$ 427.00	Any	\$ 333.34	5.00%	\$ 316.67
Q2666A#ABA	LaserJet 3030	Monochrome All-In-One: 1200x1200 dpi: 14 PPM	\$ 637.00	1 - 50	\$ 497.28	2.00%	\$ 487.33
				51 - 100	\$ 497.28		
Q2660A#ABA	LaserJet 3380	Monochrome All-In-One: 1200x1200 dpi; 19 PPM	\$ 883.00	1 - 50	\$ 689.32	2.00%	\$ 675.53
				51 - 100	\$ 689.32		\$ 654.85
C8390A#ABA	OfficeJet 7110	HP All-in-One; 18PPM Color; 22PPM B/W; 2400X1200 dpi B/W; 1200X1200 dpi Color	\$ 480.00	Any	\$ 374.71	5.00%	\$ 355.97
C8389A#ABA	Office Jet 7130	HP All-In-One; 18PPM Color; 22PPM B/W; 2400X1200 dpi	\$ 595.00	4	\$ 464.49	5.00%	\$ 441.27
		B/W; 1200X1200 dpi Coldr		Ally			
C8388A#ABA	OfficeJet 7140xi	HP All-In-One; 18PPM Color; 22PPM 9/W; 2400X1200 dpi B/W; 1200X4800 dpi Color	\$ 850.00	Any	\$ 663.55	5.00%	\$ 630.37
C8140A#ABA	OfficeJet 9110	HP All-in-One; 22PPM Color; 25PPM B/W; 1200X600 dpi B/W; 4800x1200 dpi Color	\$ 724.00	Any	\$ 565.19	5.00%	\$ 536.93
C8143A#ABA	OfficeJet 9120	HP All-In-One; 22PPM Color; 25PPM B/W; 1200X500 dpi B/W; 4800x1200 dpi Color	\$ 1,086.00	Any	\$ 847.79	5.00%	\$ 805.40
C8144A#ABA	OfficeJet 9130	HP All-In-One; 22PPM Color; 25PPM B/W; 1200X600 dpi	\$ 1,207.00		\$ 942.25	5.00%	\$ 895.14
	TECHNOL Service-Disabled Weter.  MFR Part Number  Q562A#ABA  TAX  MFR Part Number  Q1609A#ABA  Q3035A#ABA  Q3035A#ABA  Q3094A#ABA  Q2666A#ABA  C8390A#ABA  C8390A#ABA  C8390A#ABA  C8389A#ABA  C8388A#ABA  C8140A#ABA	Q562A#ABA	TECHNOLOGY Service-Oreabled Veterar Oreace Berinses  Department of Energy Mul  MFR Part Number Model Number Description  D	Department of Energy Multifunct	TECHNOLOGY	Department of Energy Multifunction/Fax Mach	Department of Energy Multifunction/Fax Machine BP.